

Record and Return to:

WELLS FARGO BANK, N.A.
FINAL DOCUMENTS X9999-01M
1000 BLUE GENTIAN ROAD
EAGAN, MN 55121-1663
800-794-1522

REAL PROPERTY AND MANUFACTURED HOME
LIMITED POWER OF ATTORNEY

0149557134

(To execute or release title, mortgage or deed of trust, security filing, transfer of equity and insurance documents and proceeds.)

The undersigned borrower(s) whether one or more each referred to below as "I" or "me" residing at
2710 HIGHWAY 301, HERNANDO, MS 38632
2710 HIGHWAY 301, HERNANDO, MS 38632

Buyer/Owner of the following manufactured home:

USED	0000 1997	FLEETWOOD HOMES OF M
New/Used	Year	Manufacturer's Name
OAK GROVE/UNKNOWN		56 X 27
Model Name /Model No.	Length/Width	
MSFLV25A389674564B	MSFLV25B389674564B	
Serial No. 1	Serial No. 2	Serial No. 3
		Serial No. 4

permanently affixed to the real property located at
2710 HIGHWAY 301 S, HERNANDO, MS 38632

(Property Address)
and as more particularly described on Exhibit A attached hereto (the "Real Property"), does hereby
irrevocably make, constitute, appoint and authorized with full powers of substitution
WELLS FARGO BANK, N.A. ("Lender"),
P. O. BOX 5137, DES MOINES, IA 50306-5137

its successors, assigns or designees as my agent and attorney-in-fact, in my name, place and stead in
any way which I could do, if I were personally present, with full power of substitution and delegation,
(1) to complete, execute and deliver, in my name or Lender's name, any and all forms, certificates,
assignments, designations, releases or other documentation as may be necessary or proper to
implement the terms and provisions of the Security Instrument
dated 31st day of JANUARY, 2006 executed by the undersigned in favor of Lender, (2)
to complete, execute and deliver, in my name or in Lender's name, any and all forms, certificates,
assignments, designations, releases or other documentation as may be necessary or proper to make
application for and obtain the certificate of title for the manufactured home designated above, and to
have Lender (or its designee) designated as lienholder on the certificate of title for the manufactured
home, (3) to complete, execute and deliver in my name or Lender's name, any and all forms,
certificates, assignments, designations, releases or other documentation as may be necessary or proper
to have the manufactured home treated as real estate for any and all purposes under state law,
including but not limited to the surrender of any certificate of title, any election to treat the
manufactured home as real estate for tax purposes or to

4

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meet any other requirements in order for the loan/financing secured by the manufactured home and real estate described on Exhibit A to be eligible for sale on the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Association ("Freddie Mac") or any other secondary market purchaser, (4) to receive, complete, execute or endorse, and deliver in my name or Lender's name any and all claim forms, agreements, assignments, releases, checks, drafts or other instruments and vehicles for the payment of money, relating to any insurance covering the manufactured home, the indebtedness secured by the manufactured home or the Real Property, and (5) to complete, sign and file, without my signature, such financing and continuation statements, amendments, and supplements thereto, mortgages, deeds of trust and other documents including releases of these items, which I may from time to time deem necessary to perfect, preserve and protect Lender's security interest in the manufactured home, the Property and any other property sold with it. The undersigned borrowers acknowledge that at the time this Power of Attorney and my Security Instrument and any of the forms, certificates, assignments, designations, releases or other documentation are prepared the serial number for the manufactured housing unit may not be available. The manufactured housing unit may be a factory order in the process of being constructed. Immediately, upon receipt of the serial number, I understand and agree that the above items may be completed and corrected to properly disclose all the applicable home identifications, including the serial number. I understand that I will be provided with a copy of any corrected agreement.

To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy of facsimile of this instrument may act hereunder, and i for myself and for my heirs, executors, legal representatives and assigns, hereby agree to idemnify and hold harmless any such third party from and against any and all claims tht may arise against such third party by reason of such third party having relied on the provisions of this instrument. I have given this Power of Attorney in connection with a loan/financing to be given by Lender and to induce Lender to make the financing available. It is couple with an interest in the transaction and is irrevocable. This power of attorney shall not be affected by my (our) subsequent incapacity, disability, or incompetence. I do futher grant unto said Attorney-in-Fact full authority and power to do and perform any and all acts necessary or incident to the execution of the powers herein expressly granted, as fully as I might or could do if personally present.

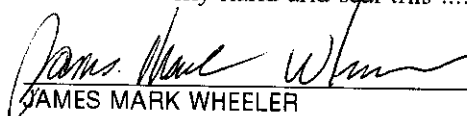
WITNESS my hand and seal this

31st

day of

January

2006



JAMES MARK WHEELER

-Borrower



LYNBA J WHEELER

-Borrower



Witness

 Witness

0149557134

STATE OF MISSISSIPPI)
COUNTY OF DeSoto)SS.

I, the undersigned Notary Public, in and for the aforesaid State and County, do hereby certify that JAMES MARK WHEELER + LINDA J. WHEELER

Borrower(s), personally appeared before me in said County and acknowledged the within instrument to be their act and deed. Given under my hand and seal this 31st day of January, 2006.



Jason A. Lashlee
Notary Public
State of MISSISSIPPI
My commission expires: _____

Exhibit "A"**Legal Description to Real Property and Manufactured Home Limited
Power of Attorney**

Property in the north half of the southwest quarter of Section 15, Township 3, Range 9 West, described as BEGINNING at an iron pipe in the east line of Eudora and Cub Lake Road (60 feet wide) (also locally known as Highway No. 301) a distance of 105.0 feet northwardly as measured along said east line from its intersection with the south line of the north half of the southwest quarter of Section 15, Township 3, Range 9 West, said Beginning being the northwest corner of the R.Q. Dees' "half acre" residue and running thence northwardly along the east line of Eudora and Cub Lake Road a distance of 105.0 feet to a point; thence east passing an iron pipe at the top of the road back at 18.1 feet and continuing a further distance of 151.0 feet in all a total distance of 169.1 feet to a stake in an old fence line; thence south along said fence line a distance of 105.0 feet to a stake in the northwest corner of said Dees' residue; thence westwardly along the north line of said residue a distance of 169.1 feet to the point of beginning.

"The (Grantor/Borrower) represents, covenants, and agrees that the mobile home located on the land is to remain on the land and has been permanently affixed to the land described herein, so as to become a part of the real property."


1997 Fleetwood 28X58 -- Serial Number: 64B0G12/B

Parcel #: 3095-1500.0-00018.00

File #: S13549

Signed for Identification Purposes Only


James Mark Wheeler


Lynda J. Wheeler

pg 4 of 4